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**Subject:** MS2024/2 - Application by the Transport Workers' Union for a last mile regulated road transport contractor minimum standard order

Dear Associate,

The TWU and the CEPU have conferred and reached agreement on the matters the subject of the **attached** Directions made on 7 May 2026.

Further to that agreement, please see **attached** an amended proposed MSO.

This email is sent jointly and by consent between the TWU and the CEPU.

Kind regards,

**Grant Ferreira**

Legal Officer

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**LAST MILE REGULATED ROAD TRANSPORT CONTRACTOR MINIMUM  
STANDARD ORDER**

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## 1. COVERAGE

### 1.1 Application

This Minimum Standards Order:

- (a) applies to Contractors (and their Principal Contractor) operating Vehicles performing the Services in Australia; but
- (b) does not apply to Contractors (and their Principal Contractor) set out in Schedule 2.

## 2. DICTIONARY

In this Minimum Standards Order:

**“Act”** means the Fair Work Act 2009 (Cth), as amended from time to time.

**“Bluecard Program”** means a safety awareness program aligned to the National Competency Standard (TLIF1001 “Follow Work Health and Safety Procedures”).

**“Services”** means the pickup and delivery of Goods in a Vehicle and any other activity directed to be performed by the Principal Contractor associated with this.

**“the Services are Performed”** for the purposes of clause 18, means the time during which a Contractor is necessarily engaged performing the Services. To avoid doubt, this includes all time reasonably incurred from the Starting Place to the Finishing Place excluding time lost because of breakdowns or accidents and the time taken by the Contractor for any breaks which includes any breaks where the Contractor has and exercises a discretion to cease undertaking the delivery for a period of time.

*Notation: A break may include a period of time where the Contractor undertakes other work for another Principal Contractor or otherwise choses to undertake some other activity.*

**“Finishing Place”** means:

- (a) the site or depot where the Contractor is principally engaged to work from (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contractor have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the Principal Contractor such as a delivery address, but only if the Contractor is not principally engaged to work from a site or depot.

**“Starting Place”** means:

- (a) the site or depot where the Contractor is principally engaged to work from (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contractor have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the Principal Contractor such as a pick-up address, but only if the Contractor is not principally engaged to work from a site or depot.

**“Communication and Technology”** has its ordinary meaning and includes but is not limited to:

- (a) two-way radio;
- (b) video cameras;
- (c) audio recorders;
- (d) any GPS tracking system;

- (e) in-cab accident recording equipment;
- (f) computer tablets/terminals
- (g) scanners; and
- (h) the use of “Geo fences” to track vehicle movements.

“**Driver**” means any natural person who drives the Vehicle in the performance of the Services however described.

“**Contractor**” means a regulated road transport contractor as defines in section 15Q of the *Fair Work Act 2009 (Cth)*.

“**Principal Contractor**” means a road transport business as defined in section 15R (1) of the *Fair Work Act 2009 (Cth)*.

“**Vehicle**” means a vehicle of a class set out in the Tables in clause 18.

“**Union**” means the Transport Workers’ Union of Australia (TWU) and/or the Communications Electrical Plumbing Union (CEPU) to the extent of their constitutional coverage under their eligibility rules.

“**Goods**” means goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock.

### 3. VEHICLE

#### 3.1 Supply and Suitability

The Contractor must supply the Vehicle which must:

- (a) meet the Principal Contractor’s reasonable specification (which may include the age and class of Vehicle required); and
- (b) be approved in writing by the Principal Contractor prior to performing the Services.

#### 3.2 Maintenance and Repair

The Contractor must ensure that the Vehicle is mechanically maintained and repaired at the Contractor’s own expense.

#### 3.3 Running Expenses

The Contractor must pay all of the running costs associated with the Contractor’s Vehicle.

### 4. COMMUNICATION AND TECHNOLOGY

#### 4.1 Supply Etc

- (a) The Principal Contractor may supply, install and maintain in the Contractor’s Vehicle the Communication and Technology reasonably required by the Principal Contractor and the Contractor must operate it efficiently.
- (b) Despite clause 4.1(a), the Contractor must when reasonably required by the Principal Contractor:
  - (i) provide a smart phone for communications with the Principal Contractor or their customers;
  - (ii) download any software application reasonably required by the Principal Contractor for the performance of the Services; and
  - (iii) use any such software application as directed by the Principal Contractor.

#### 4.2 Communication and Technology - Custody

The Contractor has full responsibility for the safe custody of the Communication and Technology. The Contractor must:

- (a) not add to, alter or modify the Communication and Technology;
- (b) not pledge the credit of the Principal Contractor in respect of, or create any lien upon, Communication and Technology;
- (c) indemnify the Principal Contractor, and keep the Principal Contractor indemnified at all times, against destruction, damage or loss of the Communication and Technology; and
- (d) not without the prior written permission of the Principal Contractor use the Communication and Technology for anything but the Services.

#### 4.3 Return of Communication and Technology

Immediately upon the end of the Contractor's engagement, Contractor must return the Communication and Technology to the Principal Contractor in good order and condition (subject to fair wear and tear being permitted) and the Principal Contractor must make good any repairs to the Contractor's Vehicle arising from the removal of the Communication and Technology.

### 5. DRIVER

#### 5.1 Valid driving license and permits

The Contractor must:

- (a) make sure that any Driver is at all times the holder of a current:
  - (i) driver's licence appropriately endorsed or issued in respect of the Contractor's Vehicle; and
  - (ii) licence or permit of any other kind needed from time to time for the performance of the Services;
- (b) notify the Principal Contractor as soon as practicable if a licence or permit is cancelled or suspended for any reason; and
- (c) present any such license or permit to the Principal Contractor upon request provided that should the Principal Contractor seek to provide a copy of the licence to a customer they shall only do so with the consent of the Contractor concerned.

### 6. PRINCIPAL CONTRACTOR'S OBLIGATIONS

#### 6.1 The Principal Contractor must:

- (a) advise Contractors as early as reasonably practicable of urgent or special delivery instructions arranged for particular deliveries;
- (b) pay the Contractor any undisputed amount set out in a valid taxation invoice provided by the Contractor, or generated for the Contractor through an RCTI, for the Services performed, at least monthly by the Principal Contractor;
- (c) if the Contractor reasonably requests, provide the Contractor with a copy of the rates for the Services being performed; and
- (d) provide a statement of payment (which can be provided electronically) each time the Contractor is paid that sets out:
  - (i) the Principal Contractor's name and ABN;
  - (ii) the Contractor's name and ABN;
  - (iii) the pay period to which the statement relates;

- (iv) the gross and nett amounts paid to the Contractor in the pay period; and
- (v) any deductions from the gross amounts in the pay period.

## **7. SIGNIFICANT CHANGE**

### **7.1 Principal Contractors Duty**

- (a) The Principal Contractor must consult with affected Contractors about any proposed decisions to introduce major changes in the provision of the Services that are likely to have significant effects (such as major changes in the composition, operation or size of the Principal Contractor's Contractor fleet or in the vehicles required) on Contractors and the Principal Contractor must at least do the following:
  - (i) provide notice in writing to affected Contractors about the changes;
  - (ii) discuss the changes with the affected Contractors including about their likely effect and measures to mitigate any adverse effects;
  - (iii) provide relevant information about the changes to the affected Contractors (other than commercially sensitive information) about their nature and other matters which might impact the affected Contractors; and
  - (iv) not implement its decision about the changes until the consultation has occurred and the Principal Contractor has given genuine consideration to matters raised by the Contractors.

### **7.2 Representation**

The relevant Contractors may appoint a representative for the purposes of the procedures in this clause which may include the Union.

## **8. PERFORMING THE SERVICES**

### **8.1 The Contractor's Obligations**

The Contractor must perform the Services and do everything connected with it:

- (a) in accordance with this Minimum Standards Order;
- (b) with due care and skill and in a proper, co-operative and professional manner;
- (c) in accordance with the Principal Contractor's safety requirements;
- (d) in accordance with the day-to-day operational directions given by the Principal Contractor;
- (e) in accordance with any lawful and reasonable direction, policy, procedure or specifications provided to the Contractor by the Principal Contractor from time to time;
- (f) without jeopardising or damaging the Principal Contractor's business; and
- (g) in compliance with all applicable laws.

### **8.2 The Contractor must supervise the Contractor's personnel**

The Contractor must ensure that any Driver performs the Services and does everything connected with the Services as is required of the Contractor by this Minimum Standards Order.

## **9. RECORDS**

### **9.1 Daily Records**

The Contractor must return to the Principal Contractor all delivery dockets, daily work sheets, or other records required by the Principal Contractor as and when required.

## 9.2 Record Maintenance

- (a) The Principal Contractor shall maintain:
  - (i) such records as are necessary to demonstrate that the Contractor has been paid at least at the safety net rate set out in clause 18 including:
    - A all invoices provided to the Contractor;
    - B start and finish times;
    - C kilometres travelled by the Contractor when performing the Services;
    - D gross and nett amounts paid to the Contractor;
    - E deductions from the gross or nett amounts paid to the Contractor; and
  - (ii) any written contract under which the Contractor is engaged to perform the Services, for a period of seven years.
- (b) Any records referred to in this clause 9, may be retained in electronic form.
- (c) The Contractor acting reasonably may request and the Principal Contractor must provide in a reasonable period to the Contractor copies of the records set out in clause 9.2 concerning the Contractor. To avoid any doubt the Contractor may provide copies of such records to their representative which may include the Union.

## 10. DELIVERY

### 11.1 Report at Starting Place and Time

The Contractor must report available to perform the Services with the Vehicle at the Starting Place when directed by the Principal Contractor.

## 11. TOLLS AND FINES

### 11.1 Tolls

The Principal Contractor will reimburse the Contractor for road tolls incurred in the performance of work where the Contractor was required to use a toll road in order to perform any Services as directed by the Principal Contractor.

### 11.2 Fines

The Contractor must pay any fines or other penalties imposed on the Contractor for any breach of any laws unless the fines or penalties arise because the Contractor is following an express direction of the Principal Contractor.

## 12. INSURANCE

### 12.1 Vehicle and Contractor's Compensation Insurance

Unless provided by the Principal Contractor, the Contractor must obtain the insurance set out in Schedule 1 and maintain them at the Contractor's expense.

### 12.2 Insurance Policies

- (a) The Contractor must make sure that each insurance policy covers such risks and contains such terms, conditions, endorsements and exclusions (including the amounts of sub limits and deductibles) as are reasonably acceptable to or reasonably required by the Principal Contractor.

- (b) Evidence of all insurance policies must be provided to the Principal Contractor in the form of a certificate of currency and a full copy of each policy prior to commencing to perform the Services.

12.3 Premiums

The Contractor must punctually pay all premiums for insurance policies and renewals of insurance policies and must provide on request at any time proof of payment and renewal to the Principal Contractor's satisfaction.

12.4 No acts to prejudice Insurance

The Contractor must not do, permit others to do, or omit to do any act, matter or thing which might prejudice the right to claim under any insurance policy, or which might make it void or voidable.

12.5 Other Insurances

If the Principal Contractor requires a Contractor to obtain an insurance other than the insurances set out in clause 13.1, the Principal Contractor must reasonably compensate the Contractor for the cost of that insurance.

### 13. BLUECARD

13.1 Requirement to hold Bluecard

- (a) The Principal Contractor:
  - (i) must ensure that a Contractor who is not in possession of a valid Bluecard, is provided with Bluecard training and ensure they obtain a Bluecard from an appropriately licensed training organisation to demonstrate that they have received and passed work health and safe specific to the road transport industry;
  - (ii) will be responsible for paying all expenses associated with any Bluecard training;
  - (iii) must ensure they provide a Contractor with any relevant refresher training to ensure that they hold a valid and current Bluecard; and
  - (iv) will pay Contractors the minimum safety net rates applicable under clause 18 for all time spent by any Contractor undertaking Bluecard training.

### 14. DISPUTE RESOLUTION

14.1 Operation

Clause 14 sets out the procedures to be followed if a dispute arises about a matter under this Minimum Standards Order.

14.2 Resolution at the workplace

The parties to the dispute must first try to resolve the dispute at the workplace level including escalation to more senior management where appropriate.

14.3 Reference to FWC

If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 14.2 a party to the dispute may refer it to the Fair Work Commission.

14.4 FWC Procedure

- (a) The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- (b) If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

#### 14.5 Representation

A party to the dispute may appoint a person, organisation or association (which may be the Union) to support and/or represent them in any discussion or process under clause 14.

#### 14.6 Normal Services

While procedures are being followed under clause 14 in relation to a dispute:

- (a) the Services must continue to be performed in accordance with this Minimum Standards Order; and
- (b) a Contractor must not unreasonably fail to comply with any direction given by the Principal Contractor about performing the Services, that is appropriate for the Contractor to perform.

*Notation: This clause is subject to any applicable work health and safety legislation.*

### **15. RIGHT TO WITHDRAW VEHICLE**

#### 15.1 Entitlement

A Contractor may withdraw their Vehicle from performing the Services:

- (a) for up to four weeks a year at a time reasonable agreed to with the Principal Contractor; or
- (b) as otherwise agreed to with the Principal Contractor.

### **16. UNION RECOGNITION & DELEGATES RIGHTS**

#### 16.1 Union Recognition

- (a) This Minimum Standard Order recognises the Union as being capable of representing the industrial interests of Contractors covered by this Minimum Standards Order.
- (b) In order to give effect to the representational rights for Contractors, a Contractor may require a Principal Contractor to deduct Union membership fees from amounts paid to the Contractor.
- (c) Monies so deducted from a Contractor's pay will be remitted to the Union on a monthly basis after the safety net assessment is made consistent with clause 18.

16.2 Clause 16 provides for the exercise of the rights of Workplace Delegates set out in section 350C of the Act. NOTE: Under section 350C(4) of the Act, the Principal Contractor is taken to have afforded a Workplace Delegate the rights mentioned in section 350C(3) if the Principal Contractor has complied with clause 16.

#### 16.3 In clause 16:

- (a) Principal Contractor means the Principal Contractor of the Workplace Delegate;
- (b) Workplace Delegate has the same meaning as set out in s350C of the Act.
- (c) delegate's organisation means the registered organisation in accordance with the rules of which the Workplace Delegate was appointed or elected; and
- (d) eligible Contractors means members and persons eligible to be members of the delegate's organisation who are engaged by the Principal Contractor in the enterprise.

16.4 A Workplace Delegate (or the Union) will give the Principal Contractor written notice of their appointment or election as a Workplace Delegate. If requested, the Workplace Delegate must provide the Principal Contractor with evidence that would satisfy a reasonable person of their appointment or election.

16.5 A Contractor who ceases to be a Workplace delegate (or the Union) must give written notice to the Principal Contractor within 14 days.

#### 16.6 Delegates' Rights

- (a) Each Workplace Delegate has the following rights and entitlements:
- (i) to be treated fairly and allowed to perform their role as delegate without any discrimination or victimisation;
  - (ii) to be recognised by the Principal Contractor as speaking on behalf of members and/or potential members in the Principal Contractor's business;
  - (iii) to prepare for and participate in collective agreements on behalf of members in the Principal Contractor's business, including representing members or potential members in bargaining where appointed a bargaining representative or where assisting the delegate's organisation with bargaining;
  - (iv) to be consulted about matters affecting members, including but not limited to consultation about workplace change, changes to rosters and hours of work;
  - (v) to represent members or potential members in relation to disputes;
  - (vi) to represent members or potential members in relation to disciplinary matters or processes or procedures;
  - (vii) to reasonable information about the Principal Contractor's business in relation to which the Workplace Delegate has been elected or appointed to represent;
  - (viii) to paid time off to represent or assist members and/or potential members in proceedings before industrial tribunals and courts, including attending and participating in proceedings before those tribunals and courts;
  - (ix) to paid time off during normal work hours to consult with members and/or potential members;
  - (x) to be granted reasonable time during working hours to discuss with appropriate managers matters affecting members and/or potential members;
  - (xi) to time off to participate in the operation of the Union;
  - (xii) to time off to attend accredited Union education and training, or such other education and training related to representation of the industrial interests of members or potential members of the Workplace Delegate's organisation;
  - (xiii) to address new Contractors about the benefits of Union membership at the time they commence with the Principal Contractor;
  - (xiv) to discuss Union and workplace matters with all Contractors;
  - (xv) to access to a telephone, facsimile, photocopying, internet, email, and office facilities for the purpose of carrying out their role, task and functions as a delegate including by consulting with other Contractors engaged by the Principal Contractor and the Union; and
  - (xvi) to place Union information on any noticeboard provided by the Principal Contractor.
- (b) A Workplace Delegate is entitled to be paid as time worked when exercising any of its rights or functions under this clause.

#### 16.7 Delegates' Functions

- (a) The Principal Contractor acknowledges, and will in no way unreasonably hinder, obstruct or prevent, the functions of Workplace Delegates, including:
- (i) to promote membership of the Union;

- (ii) to promote awareness and understanding of the Union's aims and achievements whenever possible;
- (iii) to know the profile of Union members in the workplace;
- (iv) to recruit and involve Contractors into the Union and its activities;
- (v) to be approachable and helpful to Union members in the workplace;
- (vi) to seek out and encourage other Union members to take on roles and responsibilities;
- (vii) to provide up to date and relevant Union information to Union members in the workplace;
- (viii) to regularly undergo Union education and training;
- (ix) to represent the views of Union members;
- (x) to advocate on behalf of Union members and represent those members in the resolution of disputes;
- (xi) to represent Union members fairly and accurately in negotiations and in relation to individual grievances, including but not limited to disciplinary processes;
- (xii) to represent or assist or support Union members in proceedings before industrial tribunals and courts;
- (xiii) to keep in regular contact with the Union Organiser and other Union representatives in the workplace about matters pertaining to the workplace; and
- (xiv) to represent Contractors in any process or procedure prescribed by an industrial instrument or policy.

#### 16.8 Entitlement to Reasonable Communication

- (a) A Workplace Delegate may communicate with eligible Contractors for the purpose of representing their industrial interests under clause 16.8. This includes discussing membership of the delegate's organisation and representation with eligible Contractors.
- (b) A Workplace Delegate may communicate with eligible Contractors during working hours or the Services breaks, or before or after the Services.
- (c) A Workplace Delegate will be provided with an opportunity, twice a year and upon request, to meet with all eligible Contractors on the following basis:
  - (i) The purpose of the opportunity to meet is to provide Contractors with information about their entitlements and rights, as well as the benefit of Union membership and their right to join the Union.
  - (ii) Attendance at an induction is mandatory for all Contractors and the Principal Contractor must ensure that Contractors receive their usual rate of pay for the duration of the meeting.
  - (iii) Any such meeting must occur when Contractors commence or are onboarded to perform work for the Principal Contractor (or at another later time as agreed between the Union and the Principal Contractor).
  - (iv) The meetings must:
    - A if required of the Union, take place at the site or location where the Contractor primarily performs work or from where the Contractor or Principal Contractor are based, or if not reasonably practicable, using electronic means (such as Teams or Zoom) organised by the Principal Contractor or otherwise as agreed.
    - B be for a period of no less than thirty (30) minutes;

- C be limited to a maximum of fifteen (15) Contractors at any one time;
  - D be conducted in private between the Union and Contractors; and
  - E be facilitated by the Principal Contractor who is to provide reasonable facilities for the meeting to occur in.
- (d) Prior to any such induction, the Principal Contractor must post or provide in a prominent position accessible to all Contractors (which can be electronic) a Union generated notice provided by the Union describing the purpose of the meeting and setting out any other relevant information.
- (e) The Workplace Delegate may nominate another representative of their choice (which may include a Union official) to attend the meeting on their behalf.

#### 16.9 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The Principal Contractor must provide a Workplace Delegate with access to or use of the following workplace facilities:
- (i) a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Delegate and eligible Contractors;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the Principal Contractor to communicate with eligible Contractors and by eligible Contractors to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The Principal Contractor is not required to provide access to or use of a workplace facility under clause 16.9(a) if:
- (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the Principal Contractor does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

#### 16.10 Delegates' Leave

- (a) The Principal Contractor will provide each Workplace Delegate with paid leave of up to five (5) days per annum in order to attend:
- (i) Union delegates' meetings;
  - (ii) courses conducted by an approved training provider;
  - (iii) any annual Union delegates' conference; and
  - (iv) proceedings before the Fair Work Commission or courts or tribunals to represent Union members.

#### 16.11 Approval of Delegates' Leave by Principal Contractor

- (a) For Union Delegates who wish to take leave under clause 16.10, the Union will provide written notice to the Principal Contractor within seven (7) days of when the delegates leave is intended to be taken.

- (b) The Principal Contractor must approve the Delegates leave if the notice in paragraph (a) is provided, and confirmation of leave must be provided by the Principal Contractor to the Workplace Delegate and the Union.
- (c) The Principal Contractor must not unreasonably reject the application for delegates leave.
- (d) Where a Workplace Delegate is on delegate's leave in accordance with this clause, they will be paid the applicable safety net rate for all time spent on leave and/or performing delegate functions in accordance with clause 18.

16.12 Bi-Monthly **Union** Delegate Committee Meetings

- (a) Workplace Delegates are entitled to attend bi-monthly committee meetings of Union delegates operating in the industry or sector in which the Principal Contractor operates.
- (b) Where a Workplace Delegate attends such meetings accordance with this clause, they will be paid the applicable safety net rate for all time spent on leave and/or performing delegate functions in accordance with clause 18.

## 17. UNIFORMS

17.1 Supply

If the Driver of the Contractor's Vehicle is required by the Principal Contractor to wear a special uniform (such as a branded uniform) when undertaking the Services for the Principal Contractor, the uniform must be supplied by the Principal Contractor at no cost to the Contractor.

17.2 Issue

The Principal Contractor must provide a reasonably sufficient number of uniform articles.

17.3 Replacement and Return

- (a) An item forming part of the uniform must be replaced by the Principal Contractor when required by fair wear and tear, provided that should loss or damage to an item forming part of the uniform occur due to the negligence of the Contractor, the item must be repaired or replaced by the Contractor at their cost.
- (b) All items forming part of the uniform must be returned in full to the Principal Contractor at the time of termination of the Contractor's engagement.

## 18. MINIMUM SAFETY NET

18.1 Rates

Irrespective of how the Contractor is actually paid (trip rate, parcel rate, drop rate etc), a Contractor must be paid no less than the amounts set out below for each hour the Services are Performed (and pro rata for part hours to the nearest minute) averaged over any month provided the Contractor has provided the Principal Contractor with any records required by clause 9.1 necessary to determine the payments due to the Contractor in that month, and for each kilometre travelled when performing the Services (**Running Rate**).

**From the first full pay period commencing on or after 1 January 2027:**

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:		
Up to 750kg	\$57.04	\$0.16
Over 750kg and up to 1 tonne	\$57.37	\$0.19
Over 1 tonne and up to 1.5 tonnes	\$58.31	\$0.17
Over 1.5 tonnes and up to 3 tonnes	\$60.56	\$0.28

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)
Bicycle	\$47.24	\$0.02
Bicycle (Electric)	\$47.50	\$0.03
Motorcycle/Scooter	\$49.40	\$0.07
Motorcycle/Scooter (Electric)	\$49.84	\$0.04
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:		
Up to 750kg	\$53.45	\$0.10
Up to 750kg (Electric)	\$56.24	\$0.07
Over 750kg and up to 1 tonne	\$56.44	\$0.14
Over 750kg and up to 1 tonne (Electric)	\$59.45	\$0.10
Over 1 tonne and up to 1.5 tonnes	\$56.19	\$0.15
Over 1 tonne and up to 1.5 tonnes (Electric)	\$59.68	\$0.11
Over 1.5 tonnes and up to 3 tonnes	\$58.19	\$0.22
Over 1.5 tonnes and up to 3 tonnes (Electric)	\$58.29	\$0.15
Over 3 tonnes and up to 4.5 tonnes	\$60.74	\$0.32

Over 3 tonnes and up to 4.5 tonnes (Electric)	\$62.24	\$0.21
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### **SCHEDULE - 1 INSURANCES**

The Contractor must obtain the following insurances:

- (a) Compulsory third-party insurance for the Vehicle as required by any relevant law.
- (b) Comprehensive motor vehicle insurance covering personal injury and property theft/damage arising from the use of the Vehicle for such reasonable amount as required by the Principal Contractor for each claim or occurrence.
- (c) Public liability insurance covering the Contractor's legal liability to any third-party for personal injury and/or property theft/damage arising from the Contractor's business for such reasonable amount as required by the Principal Contractor (having regard to the safety net payments under clause 18) for each claim or occurrence.
- (d) Workers compensation insurance as required by any relevant law.

## SCHEDULE – 2 – COVERAGE EXCLUSION

### 1. NSW Contract Determinations

Despite anything else in this Minimum Standards Order, this Minimum Standards Order shall not apply to any Contractor or Principal Contractor for whom Chapter 6 of the *Industrial Relations Act 1996* (NSW) applies for Services performed in New South Wales.

### 2. Queensland

The terms in this Minimum Standards Order prevail over the terms contained in any Negotiated Agreement or Contract Determination made under Chapter 10A of the *Queensland Industrial Relations Act 2016* (QLD), but only where any such term would result in a more beneficial term in favour of a Contractor.

### 3. Special Vehicles

(a) Despite anything else in this Minimum Standards Order, this Minimum Standards Order shall not apply to any Contractor (and their Principal Contractor) using a Specialised Vehicle.

(b) A “**Specialised Vehicle**” means:

- (i) a vehicle used to exclusively transport bread;
- (ii) a vehicle used to exclusively transport cash;
- (iii) a rigid vehicle with a tipping body;
- (iv) an articulated vehicle with a tipping trailer;
- (v) a vehicle combination with a tipping trailer;
- (vi) a rigid vehicle with a tanker;
- (vii) an articulated vehicle with a tanker trailer;
- (viii) a vehicle combination with a tanker trailer;
- (ix) a rigid or articulated vehicle with a premixed concrete agitator;
- (x) a rigid, articulated or combination vehicle that utilises a forklift or crane that is used to load and/or unload the vehicle carting bricks, roof tiles, precast concrete panels, masonry or pottery;
- (xi) a vehicle with a trailer designed for the carrying of motor vehicles; and
- (xii) a vehicle with a trailer designed to carry heavy machinery, operating plant or wide loads (a float); or

save that a Specialised Vehicle does not include a vehicle listed above if the vehicle is being used in a manner or to cart materials or products for which it would not customarily be used for.



## **AMENDED DIRECTIONS**

*Fair Work Act 2009*

s.536JY—Commission may make an employee-like worker minimum standards order

s.536PD—Commission may make a road transport contractual chain order

### **Applications by the Transport Workers' Union of Australia**

(MS2024/1, MS2024/2 and MS2024/4)

JUSTICE HATCHER, PRESIDENT

SYDNEY, 7 MAY 2026

*Applications by the Transport Workers' Union of Australia to make employee-like worker minimum standards orders, a road transport minimum standards order and a road transport contractual chain order – directions sought by the CEPU – union representation clauses.*

1. The Communication Electrical Plumbing Union (**CEPU**) is to file, and serve on the Transport Workers' Union (**TWU**) in respect of the above matters:
  - a. an outline of submissions; and
  - b. any witness statements or other evidence it wishes to rely upon

by **5:00 pm (AEST) on Friday, ~~8-29~~ May 2026.**
2. The TWU is to file, and serve on the CEPU, in respect of the union representation clauses in each of the TWU's draft minimum standards orders:
  - a. an outline of submissions in response to the material filed pursuant to item 1 of these directions; and
  - b. any witness statements or other evidence upon which it wishes to rely in response

by **5:00 pm (AEST) on Friday, ~~19-June~~ 10 July 2026.**
3. Parties are to file their submissions and evidence to [RWS@fwc.gov.au](mailto:RWS@fwc.gov.au).

4. Parties are granted liberty to apply to vary these directions.



PRESIDENT

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